

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1   27
2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO. DTFAAC-12-R-00824		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED	6. REQUISITION/PURCHASE AC-12-00824 (FAA Internal Use Only)
7. ISSUED BY FAA, NAS Automation & Facilities Acquisition Division (AMQ-200) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931			8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-100) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933		

Firm-Fixed-Price

SOLICITATION

ASR9 Switches

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 313, Multi-Purpose Building until 2:00 p.m. local time April 13, 2012.  
(Hour) (Date)

**CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.**

10. FOR INFORMATION CALL: >	A. NAME Chris Ekadis	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-8071 christopher.ekadis@faa.gov
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11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	9-14
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	15
X	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	16-22
X	F	DELIVERIES OR PERFORMANCE	5-6	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	23-26
X	G	CONTRACT ADMINISTRATION DATA	7-8	X	M	EVALUATION FACTORS FOR AWARD	26-27
X	H	SPECIAL CONTRACT REQUIREMENTS	8-9				

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (**90 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the Request for Offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code) (805) 389-3224	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
24. ADMINISTERED BY (If other than Item 7) FAA, NAS Contract Management Team (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932	CODE	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25710 Oklahoma City, OK 73125-4913
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF-33

**PART I - SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COST**

The contractor shall furnish and supply the item(s) set forth below in accordance with the terms, conditions, and provisions set forth herein. Refer to the Statement of Work (SOW), Specifications / Drawings, Packaging Requirements and First Article Test Requirements as attached in Section J.

ITEM	SUPPLIES/SERVICES	ESTIMATED		FIRM	TOTAL
		ANNUAL	UNIT		
		QTY			
ASR9 Switches					
NSN 5930-01-310-1707					
Per Drawings / Specs 645A630					
(IAW Attachment 2 in Section J)					
0001	First Articles	2	EA	\$_____	\$_____
0002	Base Year Production Units (First Year)	200	EA	\$_____	\$_____
1001	First Option Year Production Units (Second Year)	200	EA	\$_____	\$_____
2001	Second Option Year Production Units (Third Year)	200	EA	\$_____	\$_____
3001	Third Option Year Production Units (Fourth Year)	200	EA	\$_____	\$_____
4001	Fourth Option Year Production Units (Fifth Year)	200	EA	\$_____	\$_____

**PART I - SECTION C**  
**SCOPE OF WORK**

**C.1 SCOPE OF WORK**

The contractor shall manufacture and provide the Airport Surveillance Radar 9 (ASR-9) parts identified in SECTION B, SUPPLIES OR SERVICES AND PRICES/COST, in accordance with Federal Aviation Administration's (FAA) Statement of Work (Section J, Attachment 1) and the terms, conditions, and provisions set forth herein.

**C.2 SPECIFICATIONS, DRAWINGS, MODIFICATIONS, AND STANDARDS**

The specifications, drawings, modifications, and standards applicable to this request for offer/contract are identified in PART III – Section J.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

**D.1 PACKAGING OF ASR-9 SWITCHES**

The switches are to be packaged in accordance with Preservation, Packaging, Packing, and Marking Requirements, AC Form 4770-14 (Section J, Attachment 3.)

**D.2 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 1997) CLA.2102**

All other items and/or components (other than brushless motors) are to be packaged as follows:

(a) All items unless otherwise specified shall be individually packaged to American Society for Testing and Materials (ASTM) D 3951 (packaging). Performance testing of packaging will be IAW ASTM D 4169 assurance level II distribution cycle 18.

(b) All items shall be marked IAW Mil STD 129 "Marking for Shipment and Storage". Bar coding is required, 128 symbology is preferred; however, 3 of 9 will be accepted.

(c) Common hardware items shall be packaged in multiple unit pack quantities compatible with the unit of issue (UI) or Quantity per unit pack (QUP). **BULK QUANTITIES ARE NOT ACCEPTABLE.**

(d) The following paragraph concerns only Federal Aviation Administration (FAA) items that are shipped to a contractor for repair:

The FAA will endeavor to ship all items in reusable containers. All items shall be returned to the FAA in the same or equal (see A. above) containers. In those instances where material is shipped in specialized containers (plastic/fiberglass shipping cases, metal crates, etc.), that material will be returned in the original container. If an FAA-owned container is not reusable, the contractor shall notify the Contracting Officer, offer to furnish a new comparable container, and state its price. At its option, the FAA may accept the contractor's offer, or independently furnish a suitable shipment container.

Copies of the ASTMs can be attained from:

ASTM  
100 Barr Harbor Dr.  
West Conshohocken, PA 19428  
(610) 832-9500

Copies of Mil STD 129 can be attained from:

DODSSP  
Customer Service  
Standardization Documents Order Desk  
700 Robbins Avenue Building 4D  
Philadelphia, PA 19111-5094

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 QUALITY MANAGEMENT SYSTEM (QMS) DEFINED**

An auditable Quality Management System (QMS) containing all elements of the ISO 9001:2000 Standard shall exist. Applicable IC workmanship standards shall be followed. Product will be inspected and accepted/rejected at destination by the FAA for Technical Specifications and Packaging Specifications or as stated in the contract. Certificates of Compliance shall be supplied where applicable. Reference AMS Clause 3.10.4-15 with full text found at <http://fast.faa.gov/> (follow links to Certificate of Compliance) or <http://conwrite.faa.gov/archive/3-10-4-15.htm>.

**E.2 FIRST ARTICLE TEST AND DISPOSITION REQUIREMENTS (JAN 1997)**

**CLA.0350**

(a) Performance or other characteristics which the First Article(s) must meet, and detailed technical data requirements for testing of the first article(s) (including necessary data to be submitted in First Article(s) Test Report, if applicable) are:

Airport Surveillance Radar (ASR-9) Acceptance Test

(b) The approved First Article(s) will NOT serve as a manufacturing standard.

(c) Disposition of First Article(s) shall be as follows: The first article(s) will be destroyed in testing by the Government and will NOT be included as part of the production quantity.

**E.2 INSPECTION AND ACCEPTANCE (JAN 1997)**

**CLA.1906**

(a) The Government reserves the right to have its authorized representative inspect the material at the contractor's plant prior to shipment. To facilitate such inspection, the contractor shall give the Contracting Officer a written or telegraphic notice at least 15 working days prior to readiness for inspection. Such notice shall include FAA delivery order number, FAA contract number, and date of proposed inspection. The offeror shall indicate in the following space the location of the plant where the material will be available for inspection.

Plant \_\_\_\_\_

Location \_\_\_\_\_

(b) The Government may waive inspection at contractor's plant. In such event, final inspection will be at destination.

(c) In the event the Government does choose to inspect at the contractor's plant, final inspection at destination shall be ONLY for damage in transit, quantity, item substitution, and visual defects.

(d) Final acceptance will be at destination.

(e) The provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Supplies—Fixed-Price" (AMS 3.10.4-2.)

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**3.10.4-2 INSPECTION OF SUPPLIES--FIXED-PRICE (NOV 1997)**

**3.10.4-15 CERTIFICATES OF CONFORMANCE (APR 1996)**

**3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APR 1996)**

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 F.O.B. DESTINATION**

The contractor shall deliver all items F.O.B. Destination to the addresses set forth below:

(a) Two (2) each first articles:

FAA Logistics Center  
Attn: Shelby Nguyen  
TSF, BLDG 215 – AML2000  
7100 S. MacArthur Blvd  
Oklahoma City, OK 73125

(b) All production Units:

FAA, Mike Monroney Aeronautical Center  
Attn: M F Operating Stock  
6500 S MacArthur Blvd  
Oklahoma City, OK 73169

**F.2 PARTIAL SHIPMENTS**

Partial shipments are acceptable; however, all units must be delivered within the specified time shown under Clause F.3, Delivery Schedule.

**F.3 DELIVERY SCHEDULE (SUPPLIES) (MAY 2007) Revised CLA.0205**

(a) **WHEN FIRST ARTICLE TESTING AND APPROVAL IS REQUIRED** the Government desires and requires delivery of the supplies under this contract within the number of calendar days stated below beginning on the date the Government approves first article unit(s).

Line Item (1)	Description	Qty to be Delivered (2)	Desired (3)	Proposed (4)	Required (5)
0001	First Articles	2	In 60 days	In ____ days	In 90 days
1001 - 4001	Production Units	As shown above	In 30 days*	In ____ days	In 60 days*

\* After Approval of First Articles

(b) If the offeror is unable to meet the DESIRED delivery schedule set forth in column (3) above, he may enter in column (4) the delivery schedule he is prepared to meet. Specifically, should the Government determine such proposed delivery schedule to be unacceptable, the Government reserves the right to award to an offeror submitting other than the lowest offer as to price, if such action will provide an acceptable delivery and is determined to be in the best interests of the Government. In addition, the Government reserves the right to award under either the REQUIRED delivery time(s) or the proposed delivery time(s), when an offeror offers an earlier delivery time than required in column (5) above. If the offeror proposes no other delivery time(s), the DESIRED delivery time(s) in column (3) will apply.

(c) It is assumed that order(s) issued under this contract will be received by the contractor in at least 10 calendar days after issuance by the Government. Accordingly, the delivery time for delivery orders issued hereunder will be increased to reflect the assumed transmission time.

**F.4 DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS CLA.1259  
(JUL 1997)**

(a) When a place of delivery is changed in accordance with the Changes clause of this contract, the contract price shall be adjusted pursuant to that clause for any resulting increase or decrease in the cost of performance. No adjustment shall be made for changes in transportation costs when supplies are identically priced for delivery regionally or nationally and the place of delivery is changed within the area to which the identical price applies. In all other cases, price adjustments due to changes in transportation costs shall be determined by comparing the cost of--

(1) Shipments to the new destinations as evidenced by copy of paid freight bills to be supplied by the Contractor with the invoice; and

(2) Shipments to the original or old destination as evidenced by copy of the appropriate paid freight bills to be supplied by the Contractor, or, in the event no shipments were made, as evidenced by the applicable rates of a common or contract carrier. If carrier rates are not publicly filed with any regulatory body, (e.g., interstate shipments moving by rail piggyback service) the Contractor shall provide a copy of the contract, letter agreement or other written communication from carriers quoting the rates/changes that would have been applied for shipments to the original or old destination.

(b) If (1) shipments to the new destination are made by the Contractor's owned or leased trucks and/or (2) shipments to the original destination were made or would have been made by the Contractor's owned or leased trucks, the Contractor shall so certify. The Government shall make an appropriate adjustment in contract prices for payment purposes by substituting a rate equal to 70 percent of the lowest applicable rate published in common carrier tariffs as of the date of shipment for the Contractor's actual rate or contemplated transportation costs.

(c) If any or all of the following data are not clearly shown on, or available from, copies of paid freight bills for each diverted shipment, the Contractor shall supply a statement showing the--

(1) Full name of the carrier or carriers in the routing;

(2) Number of containers;

(3) Gross shipping weight;

(4) Actual date of shipment; and

(5) Freight description for the supplies as indicated in the "National Motor Freight Classification" or the "Uniform Freight Classification" (Rail).

**F.5 ACCELERATED DELIVERY (JAN 1997) CLA.1817**

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

**3.2.2.8-2 VARIATION IN QUANTITY (APR 1996)**

(a) A variation in the quantity of any contract item will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to: 0 % increase and 0 % decrease. This permissible variation shall be limited to each quantity specified in the delivery schedule

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

**3.10.1-9 STOP-WORK ORDER (OCT 1996)**

**3.10.1-24 NOTICE OF DELAY (FEB 2009)**

**3.11-34 F.O.B. DESTINATION (APR 1999)**

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 INVOICING PROCEDURES - GENERAL (JAN 2002)**

**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-I00)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center  
NAS Contract Management Team (AMQ-240)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) One copy to:

FAA, Mike Monroney Aeronautical Center  
AML-2050  
P.O. Box 25082  
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Noun-description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

**G.2 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006)**

**CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

**G.3 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002)**  
**CENTER (MMAC)**

**CLA.4550**

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

### **3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 2008)**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

## **PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APR 1998)**

**CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in Clause 3.9.1-1.

### **H.2 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)**

**CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

### **H.3 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEP 2006)**

**CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

### 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JULY 2007)

- (a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between
- i. Contracts written on paper and contracts in electronic form;
  - ii. Pen-and-ink signatures and electronic signatures; and
  - iii. Other legally-required written records and the same information in electronic form.
- (b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.
- (c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract by e-mail to [christopher.ekadis@faa.gov](mailto:christopher.ekadis@faa.gov).
- (d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.
- (e) The use of electronic signature technology is authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology: email.
- (f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

## PART II - SECTION I CONTRACT CLAUSES

### 3.2.2.3-39 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR OTHER INFORMATION - MODIFICATIONS (JUL 2010)

- (a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:
- (1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or
  - (2) For non-certified current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:
    - (i) Information on an exception you received on earlier or repetitive acquisitions;
    - (ii) Catalog price information including:
      - (A) A dated catalog with the prices;
      - (B) The applicable catalog pages; or
      - (C) A statement that the catalog is on file in the contracts office that will issue this contract modification;
    - (iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;
    - (iv) Evidence of substantial sales to the general public for catalog items that exceed \$25,000. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;
    - (v) The basis for the market price including:
      - (A) The source, date or period of the market quotation;
      - (B) Any other basis for the market price, the base amount, and applicable discounts;
      - (C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or
      - (D) Data supporting substantial sales to the general public.
    - (vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

#### CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [\*] are accurate, complete, and current as of [\*\*]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution [\*\*\* \_\_\_\_\_]

\*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

\*\* Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

\*\*\* Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

#### 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JAN 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (DandB) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by DandB plus a 4-character suffix that may be assigned by a business concern. (DandB has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to

be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

### **3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (FEB 2011)**

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans;

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

### **3.10.9-2 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (JUL 2003)**

(a) The Contractor shall deliver two (2) unit(s) of Lot/Item 0001 within 90 calendar days from the date of this contract to the Government at the addresses below for first article tests.

FAA Logistics Center  
Attn: Shelby Nguyen  
TSF, BLDG 215 – AML2000  
7100 S. MacArthur Blvd  
Oklahoma City, OK 73125

The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 500 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

<b>3.1.7-2</b>	<b>ORGANIZATIONAL CONFLICT OF INTEREST (AUG 1997)</b>
<b>3.1.7-4</b>	<b>ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 2009)</b>
<b>3.2.2.3-29</b>	<b>INTEGRITY OF UNIT PRICES (JUL 2004)</b>
<b>3.2.2.3-33</b>	<b>ORDER OF PRECEDENCE (FEB 2009)</b>
<b>3.2.2.3-73</b>	<b>SHIPPING SPARE PARTS (FEB 2009)</b>
<b>3.2.2.7-6</b>	<b>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 2011)</b>
<b>3.2.2.7-8</b>	<b>DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)</b>
<b>3.2.2.8-1</b>	<b>MATERIAL REQUIREMENT (APR 2009)</b>
<b>3.2.5-1</b>	<b>OFFICIALS NOT TO BENEFIT (APR 1996)</b>
<b>3.2.5-3</b>	<b>GRATUITIES OR GIFTS (JAN 1999)</b>
<b>3.2.5-4</b>	<b>CONTINGENT FEES (OCT 1996)</b>
<b>3.2.5-5</b>	<b>ANTI-KICKBACK PROCEDURES (OCT 2010)</b>
<b>3.2.5-6</b>	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APR 1996)</b>
<b>3.2.5-7</b>	<b>DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCTOBER 2010)</b>
<b>3.2.5-8</b>	<b>WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)</b>
<b>3.3.1-1</b>	<b>PAYMENTS (APR 1996)</b>
<b>3.3.1-6</b>	<b>DISCOUNTS FOR PROMPT PAYMENT (APR 1996)</b>
<b>3.3.1-8</b>	<b>EXTRAS (APR 1996)</b>
<b>3.3.1-9</b>	<b>INTEREST (SEPT 2009)</b>
<b>3.3.1-15</b>	<b>ASSIGNMENT OF CLAIMS (APR 1996)</b>
<b>3.3.1-17</b>	<b>PROMPT PAYMENT (SEPT 2009)</b>
<b>3.3.1-34</b>	<b>PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION (FEB 2009)</b>
<b>3.3.2-1</b>	<b>FAA COST PRINCIPLES (OCT 1996)</b>
<b>3.4.2-6</b>	<b>TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)</b>
<b>3.4.2-8</b>	<b>FEDERAL, STATE, AND LOCAL TAXES--FIXED PRICE CONTRACT (APR 1996)</b>
<b>3.5-1</b>	<b>AUTHORIZATION AND CONSENT (JAN 2009)</b>

- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JAN 2009)
- 3.5-13 RIGHTS IN DATA-GENERAL (JAN 2009)
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (FEB 2009)
- 3.6.1-4 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2010)
- 3.6.1-6 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JANUARY 2010)
- 3.6.1-7 LIMITATIONS ON SUBCONTRACTING (OCTOBER 2011)
- 3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2011)
- 3.6.2-4 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010)
- 3.6.2-9 EQUAL OPPORTUNITY (AUG 1998)
- 3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (FEB 2011)
- 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- 3.6.2-39 TRAFFICKING IN PERSONS (JAN 2008)
- 3.6.3-11 TOXIC CHEMICAL RELEASE REPORTING (APR 2008)
- 3.6.3-16 DRUG FREE WORKPLACE (FEB 2009)
- 3.6.4-2 BUY AMERICAN ACT--SUPPLIES (JUL 2010)
- 3.6.4-5 BUY AMERICAN-STEEL AND MANUFACTURED PRODUCTS (JUL 2010)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2010)
- 3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (FEB 2009)
- 3.9.1-1 CONTRACT DISPUTES (SEP 2009)
- 3.9.1-2 PROTEST AFTER AWARD (AUG 1997)
- 3.10.1-7 BANKRUPTCY (APR 1996)
- 3.10.1-12 CHANGES--FIXED-PRICE (APR 1996)
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCT 2007)
- 3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APR 1996)
- 3.10.4-23 CONTRACTOR AND SUBCONTRACTOR COMPLIANCE WITH FASTENER ACT (NOVEMBER 1997)
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCT 1996)
- 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCT 1996)
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JAN 1999)
- 3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (FEB 2011)
- 3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APR 2011)
- 3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JULY 2008)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Statement of Work	N/A	1
2	Drawings / Specifications, No. 645A630	10/09/1992	12
3	AC Form 4770-14 Preservation, Packaging, Packing, and Marking Requirements	10/04/2011	1
4	First Article Test (FAT) Requirements	07/1999	2
5	Business Declaration	10/2008	1

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)**

**CLA.0126**

- (a) The North American Industry Classification System (NAICS) code for this acquisition is 334417.
- (b) The small business size standard is 500 employees.
- (c) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 CERTIFICATION OF PRODUCTS/SERVICES OFFERED (SEP 2006)**

**CLA.0127**

- (a) The offeror certifies that the products/services offered are products/services of a process that is ☐ ISO 9001:2000 certified (certified offer), ☐ ISO 9001:2000 compliant (compliant offer), or ☐ Non-certified/Non-compliant (non-certified/non-compliant offer).
- (b) The offeror ☐ is, ☐ is not the manufacturer of the products offered.

**K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)**

**CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JUL 2004)**

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of 90 calendar days.
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
  - (1) The acceptance period stated in paragraph (c) of this provision; or
  - (2) Any longer acceptance period stated in paragraph (d) of this provision.

**3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 2004)**

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

**3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_

### 3.2.2.3-23 PLACE OF PERFORMANCE (JUL 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

Name of owner and operator, if other than the owner:

### 3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

### 3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JAN 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

### **3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APR 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### **3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JAN 2010)**

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause at AMS 3.5-15, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should the contract be awarded to the offeror.

### **3.6.2-3 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION (OCT 2010)**

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

### **3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

#### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

### **3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1996)**

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

### **3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

### **3.6.2-38 CERTIFICATION OF KNOWLEDGE REGARDING CHILD LABOR END PRODUCTS (JUL 2007)**

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product Listed Countries of Origin


(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

**3.6.3-10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (APR 2009)**

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JUL 1996)**

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product    Country of Origin


[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

#### **3.6.4-18 CERTIFICATION REGARDING STEEL AND MANUFACTURED PRODUCTS (APR 2009)**

In accordance with 49 USC Section 50101, the offeror/contractor certifies that:

[Check one]

☐ The steel and manufactured goods, including components and subcomponents provided in accordance with this contract are entirely produced in United States (or deemed United States produced pursuant to International Agreement)

☐ The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment and final assembly of the facility or equipment has occurred in the United States

#### **3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION (FEB 2011)**

(a) Definition.

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

#### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

#### **3.2.5-7      DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS**

**L.1 INSTRUCTIONS TO OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications, WITH THE EXCEPTION OF THE FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM (AMS) BUSINESS DECLARATION, which is specifically required to be completed, signed and submitted with offer. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**L.2 RELATIONSHIP BETWEEN SECTIONS L AND M**

Your attention is directed to the functional relationship between Sections L and M of this SIR/RFO. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover all areas identified in Section M, proposals should address all such areas for evaluation.

**L.3 SUBMISSION OF SUPPORTING COST OR PRICING DATA**

(a) It is anticipated that price analysis will be based on adequate price competition; therefore, vendors are not required to submit cost or pricing data with its proposal. However, if after receipt of offers it is determined that adequate price competition does not exist, uncategorized, yet detailed, cost or pricing data may be required.

(b) The vendor shall provide current, complete and accurate cost or pricing data within ten (10) calendar days after receipt of the Contracting Officer's request.

**L.4 PROPOSAL ACCEPTANCE**

(a) Only one proposal from each Offeror shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements

**L.5 DISPOSITION OF UNSUCCESSFUL PROPOSALS**

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

**L.6 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR**

(a) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for review at that time. Examples of the areas that may be investigated and evaluated are listed below:

- (1) Technical capability
- (2) Quality assurance
- (3) Financial capability
- (4) Accounting systems
- (5) Other, as appropriate

(b) Offerors are advised that accomplishment of this survey is a part of the evaluation process and is not to be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.

**L.7 FIRST ARTICLE(S) APPLICABILITY AND/OR  
CONDITIONS FOR WAIVER (JUN 2006)**

**CLA.0123**

(a) First Article Testing and Approval is a requirement of this contract. The Contracting Officer may waive this requirement, if the offeror meets any one of the conditions for waiver listed below:

(1) If the contract is awarded to a Contractor currently in production of the item for a federal government prime contract, subcontract, or purchase order.

(2) If the contract is awarded to a contractor not presently in production of the item, but who has previously delivered a similar or identical item that has been accepted by the Government.

(b) Offerors who meet the conditions for waiver set forth in paragraph (a) above shall furnish the following information:

Contract No: \_\_\_\_\_

Contract Item No: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

Name of Government Agency issuing contract: \_\_\_\_\_

Address of Government Agency issuing contract: \_\_\_\_\_

Name and Telephone Number of Point of Contact: \_\_\_\_\_

Failure to include this information for Item(s) 0001 may cause rejection of the offer.

#### **L.8 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)**

**CLA.4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

#### **L.9 ISO 9001:2000 CERTIFICATION/COMPLIANT INCENTIVE PROGRAM REQUIREMENTS (AUG 2006)**

**CLA.4538**

(a) The Federal Aviation Administration Logistics Center (FAALC) in Oklahoma City is an ISO 9001:2000 registered organization. In compliance with Element 7.4, Purchasing, of the standard, and how it relates to products and services provided by the Logistics Center, the FAALC has an evaluation incentive program to encourage contractors to offer products/services that are produced utilizing an ISO 9001:2000 certified or compliant process. The incentive will be used in the evaluation of prices offered and shall be applicable only in making a determination for contract award. This evaluation incentive program allows for award to other than the low offeror in accordance with provision titled, Evaluation of Offers, in Section M of this Screening Information Request (SIR) or Request for Offer (RFO).

(b) To receive the evaluation incentive, the offeror must offer a product/service processed under the standards identified above; complete the required provision titled, Certification of Products/Services Offered, in Section K of this SIR; and provide the documentation required and listed in paragraphs (c) and (d), below. All referenced certification/compliance requirements shall be met prior to the time specified for receipt of offers for this SIR or RFO.

(c) Certification will be demonstrated by providing a copy of an ISO 9001:2000 Quality System Registrars' authentic certificate.

(d) ISO 9001:2000 compliance will be demonstrated by the presentation of documented proof of a second party audit within the last 12 months. Audit findings must confirm compliance.

### 3.2.2.3-20 ELECTRONIC OFFERS (JULY 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: by e-mail to [christopher.ekadis@faa.gov](mailto:christopher.ekadis@faa.gov). Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to [christopher.ekadis@faa.gov](mailto:christopher.ekadis@faa.gov)

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

### 3.2.2.3-22 PERIOD FOR ACCEPTANCE OF OFFER (JUL 2004)

The offeror (you) agrees that if the FAA accepts this offer within 90 calendar days from the date the SIR specifies for receiving offers to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

### 3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of an Firm-Fixed-Price type contract resulting from this Screening Information Request.

### 3.9.1-3 PROTEST (NOV 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

<b>3.2.2.3-1</b>	<b>FALSE STATEMENTS IN OFFERS (JUL 2004)</b>
<b>3.2.2.3-11</b>	<b>UNNECESSARILY ELABORATE SUBMITTALS (JUL 2004)</b>
<b>3.2.2.3-12</b>	<b>AMENDMENTS TO SCREENING INFORMATION REQUESTS (JUL 2004)</b>
<b>3.2.2.3-13</b>	<b>SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JUL 2004)</b>
<b>3.2.2.3-14</b>	<b>LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JUL 2004)</b>
<b>3.2.2.3-16</b>	<b>RESTRICTING, DISCLOSING AND USING DATA (JUL 2004)</b>
<b>3.2.2.3-17</b>	<b>PREPARING OFFERS (JUL 2004)</b>
<b>3.2.2.3-18</b>	<b>PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (JUL 2009)</b>
<b>3.2.2.3-19</b>	<b>CONTRACT AWARD (JUL 2004)</b>
<b>3.13-4</b>	<b>CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2006)</b>

## **PART IV - SECTION M EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION FOR AWARD**

Award will be made to the acceptable, responsible offeror submitting the lowest total offer in accordance with and whose proposal meets the Government's requirements called out in Section B and the documents referred to therein.

### **M.2 EVALUATION OF OFFERS (SEPTEMBER 2006)**

**CLA.4539**

(a) Offeror shall complete provision titled, Certification of Products/Services Offered, in Section K of this SIR or RFO, as to whether the products/services offered are of a process that is; (1) ISO 9001:2000 certified

(certified offer), (2) ISO 9001:2000 compliant (compliant offer), or (3) Non-certified/Non-compliant (non-certified/non-compliant offer).

(b) Offerors shall provide documentation of ISO 9001:2000 certification/compliance as required in Section L provision titled, ISO 9001:2000 Certification/Compliant Incentive Program Requirements, of this SIR or RFO.

(c) The FAA will award to ISO 9001:2000 certified or compliant contractors unless the price is determined to be unreasonable as follows:

(1) Unless the FAA determines otherwise, the offered price of a certified offer is unreasonable when the lowest acceptable certified offer exceeds the lowest acceptable non-compliant/non-certified offer by 12 percent.

(2) Unless the FAA determines otherwise, the offered price of a certified offer is unreasonable when the lowest acceptable certified offer exceeds the lowest acceptable compliant offer by 6 percent.

(3) Unless the FAA determines otherwise, the offered price of a compliant offer is unreasonable when the lowest acceptable compliant offer exceeds the lowest acceptable non-compliant/non-certified offer by more than 6 percent.

(d) The evaluation in subparagraph (c) above shall be applied on an item- by-item basis or to any group of items on which award may be made, as specifically provided by the SIR or RFO.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

#### **3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOV 1997)**